EHLANZENI
DISTRICT MUNICIPALITY

TENDER NUMBER EDM/14/2026-27

APPOINTMENT OF AN INDEPENDENT ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP) TO UNDERTAKE THE ENVIRONMENTAL AUTHORISATION PROCESS FOR THE PROPOSED MALELANE EXTENSION 21 OUTFALL SEWER LINE IN THE NKOMAZI LOCAL MUNICIPALITY

CLOSING DATE: FRIDAY, 11 SEPTEMBER 2026
CLOSING TIME: 12H00

ISSUED BY:
EHLANZENI DISTRICT MUNICIPALITY
8 van Niekerk Street
P.O. Box 3333
MBOMBELA
1200

Telephone : 013 759 8500
Fax Number:013 755 8539

Email Address: pkhumalo@ehlanzeni.gov.za
Contact Person: Mr. P Khumalo

Name of Tenderer : . . . . . .

CSD REG Number : . . . . . .

Telephone Number : . . . . . .

TENDER OFFER : . . . . . .
(VAT INCLUSIVE)

APPOINTMENT OF AN INDEPENDENT ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP) TO UNDERTAKE THE ENVIRONMENTAL AUTHORISATION PROCESS FOR THE PROPOSED MALELANE EXTENSION 21 OUTFALL SEWER LINE IN THE NKOMAZI LOCAL MUNICIPALITY

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APPOINTMENT OF AN INDEPENDENT ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP) TO UNDERTAKE THE ENVIRONMENTAL AUTHORISATION PROCESS FOR THE PROPOSED MALELANE EXTENSION 21 OUTFALL SEWER LINE IN THE NKOMAZI LOCAL MUNICIPALITY

TENDERING PROCEDURES

Part T1: Tendering Procedures

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EHLANZENI
DISTRICT MUNICIPALITY

APPOINTMENT OF AN INDEPENDENT ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP) TO UNDERTAKE THE ENVIRONMENTAL AUTHORISATION PROCESS FOR THE PROPOSED MALELANE EXTENSION 21 OUTFALL SEWER LINE IN THE NKOMAZI LOCAL MUNICIPALITY

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Ehlanzeni District Municipality hereby invites tenders from a capable and experienced environmental assessment practitioner (EAP) for the environmental authorisation for the proposed Malelane Extension 21 outfall sewer line in the Nkomazi Local Municipality

1 Only service providers who have provided the following mandatory information and documents to be used to evaluate the Tenderer's responsiveness will be considered for further evaluation on functionality;

1.1 Only service providers that are registered on the Central Supplier Database will be considered for awarding of this tender and a copy of CSD report not later than three months should be attached.

1.2 Price(s) quoted must be firm, VAT and other taxes inclusive and valid for at least thirty (90) days from date of your offer.

1.3 No tenders shall be considered from persons who are in the service of the state.

1.4 Service providers are required to fully complete the attached MBD forms and submit together with their written Tenders.

1.5 Attach a bank account confirmation letter with bank stamp not older than three months accompanied with an affidavit confirming the business bank account details - if the banking details are not verified on the CSD report.

1.6 Attach certified copy/copies of identity documents (ID) of company directors.

1.7 Attach certified copy of the company registration document issued by the Companies and Intellectual Property Commission (CIPC).

1.8 Valid SARS pin must be attached.

1.9 Attach verifiable Municipal Account/s not older than three months for both the tenderer and entity owner/s or director/s in areas where the municipalities are not issuing municipal accounts, attach valid lease agreements or confirmation of residence or address for both the tenderer and entity owner/s or director/s issued by a relevant authority not older than three months.

1.10 Attached Valid letter from Department of Employment and Labour - COIDA registration letter,

1.11 Tenderers submitting tenders as a joint venture or consortium must attach a signed agreement by all parties to the joint venture or agreement.

1.12 Fully completed tender document as issued and signed must be submitted on the PDF document that has been issued. All certified copies must not be older than three months.

1.13 Bidders are advised not to commit any fraudulent activities, including forgery of documents. All abuses of the Supply Chain Management (SCM) systems including but not limited to forgery of returnable documents, may be reported to the South African Police Service (SAPS) and restricted from doing business with any public institution or organ of the state for a period not exceeding 10 years in line with the Prevention of Fraud and Corrupt Activities Act 12 of 2004.

2. This Tender will be evaluated on the 80/20 preference point system in terms of the approved Preferential Procurement Policy of the Ehlanzeni District Municipality. The policy's preference point system will be applied as follows;

2.1 The 80 points will be for price; and

2.2 The 20 points will be allocated for the specified goals on a proportional or pro rata basis as follows:

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS		
HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	**POINTS ALLOCATION**	**SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS**
100% black person or people owned enterprise	**5,00**	A copy of a ***Full CSD report*** not older than 3 months.
More than 30% woman or women shareholding or owned enterprise	**2,00**	
more than 30% youth shareholding or owned enterprise	**2,00**	
More than 30% people living with disability shareholding or owned enterprise	**2,00**	A copy of a Medical Certificate to confirm disability or as stated on the CSD report
More than 30% military veteran's shareholding or owned enterprise	**2,00**	A copy of a ***Full CSD report*** not older than 3 months.
POINTS FOR IMPLEMENTING OF RDP PROGRAMMES		
Enterprises regarded as *__EME's located within__ the Ehlanzeni District Municipality area of jurisdiction	**2,00**	➢ A copy of a Full CSD report not older than 3 months. **NB: Points will only be awarded if the CSD physical address is the same as the address for the proof of residence required in 1.9 above.**
B-BBEE level 1 contribution	**5,0**	➢ Certified Valid BBBEE certificate ➢ or Certified Valid EME and SME a Sworn Affidavit ➢ or Certified Valid CIPC issued certificate confirming annual turnover and level of Black Ownership
TOTAL PREFERENCE POINTS TO BE CLAIMED	**20,0**	

**** EME's are Exempted Micro Enterprise with an annual turnover of R10 million or less.***
****All the certified copies as stated must not be older than three months.***

Received tenders will be evaluated for responsiveness based on mandatory requirements and on functionality to obtain a minimum of **70 points** out of a possible **100 points** to qualify for further evaluation in line with 80/20 Preference Points System.

Tender Documents can be viewed and downloaded at no cost on Document sharing and collaboration Platform or Portal (NEPTUNE): http://edmservices.ehlanzeni.gov.za and National Treasure Portal from **Wednesday, 26 August 2026.** Further information regarding the download and uploading of the documents will be explained during the compulsory briefing session.

A compulsory briefing session will be held on **Tuesday, 01 September 2026, 10h00 at Ehlanzeni District Municipality Offices, DMC, 8 Van Niekerk Street, Sonheuwel Central, Mbombela 1201.**

Where Tenders should be submitted - Completed Tender and other returnable documents must be submitted only in PDF format on the Document Sharing and Collaboration Platform or Portal: http://edmservices.ehlanzeni.gov.za on or before **Friday, 11 September 2026** not later than **12h00.**

Tender Documents received by telegram, fax and post will not be considered. Late Tenders shall not be accepted.

Enquiries: Contact Person – Administration: Mr. S P Khumalo at 013 759 8573 or pkhumalo@ehlanzeni.gov.za

Contact Person – Technical Services: Mr SW Raath at sraath@ehlanzeni.gov.za

Special Conditions:

Ehlanzeni District Municipality reserves the right to appoint for the whole or part of the tender or not to appoint at all.

Visit our website at www.ehlanzeni.gov.za

Employer: **Acting Municipal Manager: Ms SS Madlopha**
Ehlanzeni District Municipality
P. O. Box 3333
MBOMBELA

T1.2 TENDER DATA: PROVIDED BY THE CLIENT

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data

The Tender Data shall be read with the Standard Conditions of Tender to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under construction.

T1.2.1 The additional conditions of tender are:

Clause Number	Data
	The Conditions of Contract are the Standard Professional Services Contract (July 2009) published by the Construction Industry Development Board.
	The tender documents issued by the Employer comprise: **Part T1: Tendering Procedures** T1.1 Tender notice and invitation to tender T1.2 Tender Data: Provided by the client T1.3 Standard Conditions of Tender **Part T2 : Returnable Documents** T2.1 List of returnable documents T2.2 Returnable Schedules **THE CONTRACT** **Part C1: Agreements and Contract Data** C1.1 Form of Offer and Acceptance C1.2 Schedule of Deviations C1.3 Contract Data **Part C2: Pricing Data** C2.1 Pricing Schedule **Part C3: Scope of Works** C3.1 Description of the Works C3.2 Location of the Works C3.3 Drawings
3.4 and 4.3.2	The Employer is: **Ehlanzeni District Municipality** It should be noted that the employer has no agent acting on his behalf for the purposes of this tender. The employer's representative, for the purposes of any communication between the employer and tenderer, is:

	Name: Mr. S.P. Khumalo Postal address: Supply Chain Management: Ehlanzeni District Municipality, PO Box 3333, Mbombela, 1200 Tel: (013) 759 8500 E-mail : pkhumalo@ehlanzeni.gov.za Attention is drawn to the fact that verbal information given by the employer's representative prior to the close of tenders will not be regarded as binding on the Employer. Only information issued formally by the employer in writing to tenderers will be regarded as amending the tender documents.
3.4.1	Communications by e-mail will only be allowed up to 5 working days before the closing time
3.12	The penalty payable is R1500 per day subject to a maximum amount of R50 000
3.15.1	The programme shall be submitted within 7 days of the award of the Contract
3.16	The time-based fees shall not be adjusted for inflation
5.4.1	The Consultant shall maintain Professional Indemnity Insurance with a registered insurer for the duration of the Contract and for a period of not less than three (3) years after completion of the Services. The minimum indemnity limit shall be R5 000 000 per claim. Proof of insurance shall be submitted within fourteen (14) days of the Letter of Acceptance and whenever requested by the Employer.
7.2	The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule
8.1	The Service Provider is to commence the performance of the Services within 14 days of date that the Contract becomes effective
9.1	Copyright of documents prepared for the Project shall be vested with the Ehlanzeni District Municipality
12.1.2	Interim settlement of disputes is to be by mediation
12.4	Final settlement is by arbitration
16	**The additional conditions of contract are:**
16.1	Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender
16.2	The tenderer is required to submit all certificates as listed in the Returnable Schedule of Tender Compliance
16.3	Bid documents must be submitted only in pdf through sharing and collaborating platform via the portal: http://edmservices.ehlanzeni.gov.za Tenders can be submitted 24 hours a day from Monday to Friday
16.4	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.
16.5	The tender offer validity period is **90 days**.

16.6	All requests shall be in writing. The employer shall respond to clarifications received up to 7 working days before tender closing time. The employer shall issue addenda until 5 working days before tender closing time.
16.7	Scoring preferences. This tender will be evaluated in Terms of the 80/20 Preference Points system approved Preferential Procurement Policy of the Ehlanzeni District Municipality. The preference points system will, be applied as follows: - 2.1 The 80 points will be for price 2.2 The 20 points will be allocated for the specific goals on a proportional or pro rata basis as mentioned below: - ***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.***)

The specific goals allocated points in terms of this tender	**Number of points allocated (90/10 system) (To be completed by the organ of state)**	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (90/10 system) (To be completed by the tenderer)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
100% black person or people owned enterprise	N/A	5,00	N/A	
More than 30% woman or women shareholding or owned enterprise	N/A	2,00	N/A	
more than 30% youth shareholding or owned enterprise	N/A	2,00	N/A	
More than 30% people living with disability shareholding or owned enterprise	N/A	2,00	N/A	
More than 30% people military veteran's shareholding or owned enterprise	N/A	2,00	N/A	
Enterprises regarded as ***EMEs located within** the Ehlanzeni District Municipality area of jurisdiction	N/A	2,00	N/A	
B-BBEE level 1 contribution	N/A	5,00	N/A	

	The quality criteria and maximum score in respect of each of the criteria are as follows: **DESCRIPTION** / **FORMS** / **MAXIMUM POINTS TO BE ALLOCATED** Experience of firm in similar or comparable projects / TABLE A1 / **40** Professional Indemnity Insurance / TABLE A2 / **20** Proposed Key Personnel / TABLE A3 / **40** **TOTAL** / / **100** Tender offers will only be considered responsive if the minimum requirement of **70 points** out of **100 points** is met to qualify for further evaluation on the 80/20 preference point scoring system.
16.8	**Invalid tenders** Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances: a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data); b) if the tender is not completed in non-erasable ink; c) if the offer has not been signed; d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable.
16.9	**In addition to the requirements of the Conditions of Tender, offers will only be accepted if:** • the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za) CSD is compulsory for any company to bid. • the tenderer is in good standing with SARS according to the Central Supplier Database; • the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; • the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; • the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; • the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;

T1.3: Standard Conditions of Tender

(These Standard Conditions of Tender have been reproduced, without any changes, from Appendix A of the CIDB Standardized Construction Procurement Documentation for Engineering Construction Works, 5 August 2005)

F.1 General

F.1.1 Actions
The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents
The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

a) **comparative offer** means the tenderers financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration

b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent
Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.2 Tenderers obligations

F.2.1 Eligibility
Submit a tender offer only if the tenderer complies with the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of tendering
Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be

provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis
Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.
If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft
Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents
If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates
Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to clarification
Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda
If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, will then notify it to all tenderers who drew documents.

F.3.3 Return late tender offers
Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the opening held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation above the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each tender offer properly received:

a) meets the requirements of these Conditions of Tender,
b) has been properly and fully completed and signed, and
c) is responsive to the other requirements of the tender documents.

A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the tenderer's risks and responsibilities under the contract, or
- affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern

- If a bill of quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.

- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if a bills of quantities applies) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score functionality (quality), rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferences. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

N_{FO} = W_1 x A where:
N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

where:
P_m = the comparative offer of the most favourable tender offer.
P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

F3.13.1 Tender Offers will only be accepted on condition that:

(a) the tender offer is signed by a person authorised to sign on behalf of the tenderer;

(b) a valid original Tax Clearance Certificate is included with his tender;

(c) tenderers declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the construction Regulations 2003 as well as the Tenderer's health and safety plan, in included with his tender submission;

(d) a Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture agreement with his tender;

(e) the Tenderer or a competent authorised representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;

(f) The contractor who submits the tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the CIBD Regulations 2003 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of tenders;

(g) The Tenderer or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt activities Act of 2004 as a person prohibited from doing business with the public sector;

(h) The Tenderer has not abused the Employer's Supply chain Management System or has failed to perform on any previous contract and has been given a written notice to his effect;

(i) The Tenderer or any of its principals, directors or managers is not employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the tender submission.

(j) The Employer is satisfied that the Tenderer or any of his principals have not influenced the tender offer and acceptance by the following criteria:

(k) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this contract;

i) having acted in a fraudulent or corrupt manner in obtaining or executing this contract;

ii) having approached an officer or employee of the Employer or the employer's Agent with the objective of influencing the award of a contract in the Tenderer's favour;

iii) having entered into any agreement or arrangement, whether legally or not, with any other person, firm or company to refrain from tendering for his contract or as to the amount of the Tender to be submitted by either party;

iv) having disclosed to any other person, firm or company other that the Employer, the exact or approximate amount of his proposed Tender;

v) The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

F.3.15. Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

a) addenda issued during the tender period,
b) inclusion of some of the returnable documents,
c) other revisions agreed between the employer and the successful tenderer, and
d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.18 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

EHLANZENI
DISTRICT MUNICIPALITY

APPOINTMENT OF AN INDEPENDENT ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP) TO UNDERTAKE THE ENVIRONMENTAL AUTHORISATION PROCESS FOR THE PROPOSED MALELANE EXTENSION 21 OUTFALL SEWER LINE IN THE NKOMAZI LOCAL MUNICIPALITY

PART T2: RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

T2.1 LIST OF RETURNABLE DOCUMENTS

1. The tender document must be submitted as a whole. All the schedules, documents and forms must be completed in full and the document shall not be taken apart or altered to in any way whatsoever

2. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.

3. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.

4. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract**.

The tenderer must complete the following returnable documents:

COMPULSORY BID DOCUMENTS	
T2.1.1	COMPULSORY ENTERPRISE QUESTIONNAIRE
T2.1.2	RECORD OF ADDENDA TO TENDER DOCUMENTS
T2.1.3	DECLARATION OF INTEREST **MBD4**
T2.1.4	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 **MBD6.1**
T2.1.5	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES **MBD8**
T2.1.6	CERTIFICATE OF INDEPENDENT BID DETERMINATION **MBD9**
T2.1.7	CERTIFICATE OF AUTHORITY
T2.1.8	PROPOSED AMENDMENTS AND QUALIFICATIONS
T2.1.9 COMPETENCY ACHIEVEMENT SCHEDULES	
Table A1	EXPERIENCE OF FIRM IN SIMILAR OR COMPARABLE PROJECTS
Table A2	TENDERER' S PROFESSIONAL INDEMNITY INSURANCE DETAILS
Table A3	PROPOSED KEY PERSONNEL

T2.2 Returnable Schedules that will be incorporated into the contract

- **C1.1 Offer and Acceptance**
- **C2.2 Bills of quantities**

T2.1 RETURNABLE SCHEDULE

T2.1.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise: .. . .

Section 2: VAT registration number, if any: . . . .

Section 3: CIDB registration number, if any: . . . .

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

***** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number . . . . . .

Close corporation number . . . . . .

Tax reference number . . . . . .

Contact number . . . .

Fax number . . . .

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- e) a member of the board of directors of any municipal entity
- f) an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- g) a member of the board of directors of any municipal entity
- h) an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.1.2 RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	**Title or Details**
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T 2.1.3 DECLARATION OF INTEREST – (MBD4)

1. No bid will be accepted from persons in the service of the state*
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid**

3.1. Full Name: .....

3.2. Identity Number.....

3.3. Company Registration Number: .....

3.4. Tax Reference Number: .....

3.5. VAT Registration Number: .....

NB: Tick (√) what is applicable in the box

3.6. Are you presently in the service of the state*****

3.6.1. If **YES**, furnish particulars

YES		**NO**	

.....

.....

3.7. Have you been in the service of the state for the past twelve months?

YES		**NO**	

.....

.....

3.7.1. If **YES**, furnish particulars.

.....

.....

*****MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

3.8. Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES		NO	

3.8.1. If **YES**, furnish particulars.

.....

.....

3.9. Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES		NO	

3.9.1. If **YES**, furnish particulars.

.....

.....

3.10. Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES		NO	

3.10.1. If **YES**, furnish particulars.

.....

.....

3.11. Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of state?

YES		NO	

3.11.1. If **YES**, furnish particulars.

.....

.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED (NAME) ……
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

……..
Signature

……..
Date

……
Position

……
Name of Tenderer

T 2.1.4 PREFERENCE POINTS CLAIMS FORM – (MBD6*)*

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 Ehlanzeni District Municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Ehlanzeni District Municipality.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid

invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference

point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% black person or people owned enterprise	N/A	5,00	N/A	
More than 30% woman or women shareholding or owned enterprise	N/A	2,00	N/A	
more than 30% youth shareholding or owned enterprise	N/A	2,00	N/A	
More than 30% people living with disability shareholding or owned enterprise	N/A	2,00	N/A	
More than 30% people living with disability shareholding or owned enterprise	N/A	2,00	N/A	
Enterprises regarded as ***EMEs located within** the Ehlanzeni District Municipality area of jurisdiction		2,00	N/A	
B-BBEE level 1 contribution	N/A	5,00	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ non-profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

…… **SIGNATURE(S) OF TENDERER(S)**
SURNAME AND NAME: ……
DATE: ……
ADDRESS: ……
……
……

T2.1.5 DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? **(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……..……..…… CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN addition TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

……... Signature

……..…….. Date

…… Position

…….. Name of Bidder

T 2.1.6 CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids[1] invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

    a. take all reasonable steps to prevent such abuse;

    b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

    c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices, or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation.
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

……...	……..
Signature	Date
…….	……..
Position	Name of Bidder

T 2.1.7 CERTIFICATE OF AUTHORITY FOR AN ENTITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

(i) Company	(ii) Closed Corporation	(iii) Partnership	(iv) Joint Venture	(v) Sole Proprietor

(i) Certificate for a Company

I……., chairperson of the Board of Directors

of …….. hereby confirm that by resolution of the Board

(copy attached) taken on …… 20…...,

Mr/Ms ……., acting in the capacity of

……....., was authorised to sign all documents

in connection with this tender and any contract resulting from it on behalf of the company.

Signature of Chairman: ……

Signature of Signatory: ……..

As Witnesses:

1: .....Name in Block Letters: ..... .

2: .....Name in Block Letters: .....

Date: ……

(ii) Certificate for a Closed Corporation

We, the undersigned, being the key members in the business trading as:

……..... hereby authorise

Mr/Ms ……..., acting in the capacity of ……

…….. to sign all documents in connection with this tender and any contract resulting from it on our behalf.

Signature of Signatory: ……..

As Witnesses:

1: .....Name in Block Letters: ..... .

2: .....Name in Block Letters: ..... .

Date: ..... .

NAME	ADDRESS	SIGNATURE	DATE

***Note:** This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

(iii) Certificate for Partnerships

We, the undersigned, being the key members in the business trading as:

……..... hereby authorise

Mr/Ms ……..., acting in the capacity of ……

……..…….. to sign all documents in connection with this tender and any contract resulting from it on our behalf.

Signature of Signatory: ……..

As Witnesses:

1: .....Name in Block Letters: ..... .

2: .....Name in Block Letters: .....

Date: ..... .

NAME	ADDRESS	SIGNATURE	DATE

***Note:** This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Partnership as a whole.*

(iv) Certificate for Joint Venture

We, the undersigned, being the key members in the business trading as:

……..... hereby authorise

Mr/Ms ……..., acting in the capacity of ……

…….…….. to sign all documents in connection with this tender and any contract resulting from it on our behalf.

Signature of Signatory: ……..

As Witnesses:

1: .....Name in Block Letters: ..... .

2: .....Name in Block Letters: ..... .

Date: ..... .

NAME	ADDRESS	SIGNATURE	DATE

***Note:** This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Joint Venture as a whole.*

(v) Certificate for Sole Proprietor

I ……..... hereby confirm that

I am the sole owner of the business trading as: ……

……

Signature of Sole owner: ……..

As Witnesses:

1: .....Name in Block Letters: ..... .

2: .....Name in Block Letters: .....

Date:……..

T2.1.8 PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed _____ Date _____

Name _____ Position

Tenderer _____

T2.1.9 COMPETENCE ACHIEVEMENT SCHEDULES

TABLE A1: COMPANY EXPERIENCE

Provide the name of current/recent contactable references for each similar project or relevant project that the bidder has executed in the past **Ten (10) years**. Attach certified copies of appointment letters and copies of the record of decision obtained.

It must be noted that the experience of the firm carries a maximum of **40 points** as indicated in the table below. If proof of certified copies of appointment letters and copies of the record of decision obtained, **then the bidder shall obtain zero points on the experience of the firm**. *

Points allocation breakdown are **4 points for each certified appointment letter** and **6 points for each record of decision.**

NOTE:** **Appointments letter not verifiable as part of your project completed by the Entity will not be accepted. Hence the project will carry Zero points.

	Targeted Goals **Attach appointment letter and record of decisions (only references with certified copies from previous client will be considered)**	**Tendered Goal**	**Points Claimed by Tenderer**	**Allocated Points**
1		10		
2		10		
3		10		
4		10		
Sub-Total: Company Experience		**40**		

TABLE A2: FINANCIAL REFERENCES

	Targeted Goals	Tendered Goal	Points Claimed by Tenderer	Allocated Points
1	Professional Indemnity Insurance for a minimum of R1 million cover	20		
Sub-Total: Financial references		**20**		

TABLE A3: KEY PERSONNEL EXPERIENCE

	Targeted Goals (Attach CV's and Certified Copies of Qualifications Certificates of nominated persons and list names below)	Tendered Goal	Points Claimed by Tenderer	Allocated Points
1	Lead Environmental Assessment Practitioner (EAP). Registered Pr.Sci.Nat. (or equivalent recognised professional registration) with minimum 10 years' relevant experience Name: ……..	30		
	Or			
2	Environmental Scientist / EAP. Minimum 5 years' relevant experience in environmental assessments Name: ……..	20		
	Plus			
3	Public Participation Specialist. Minimum 5 years' experience conducting public participation under NEMA See note 1 Name: ……..	10		
Sub-Total: Key Personnel Experience		**40**		

Note 1 : The Public Participation Specialist shall possess a minimum NQF Level 7 qualification in Environmental Management, Environmental Science, Social Science, Development Studies, Community Development, Public Management, Communication, Public Relations, Sociology, or another relevant field, together with a minimum of five (5) years' demonstrable experience in conducting and managing public participation processes in terms of the National Environmental Management Act, 1998 (Act 107 of 1998) (NEMA) and the Environmental Impact Assessment Regulations, 2014, as amended

TABLE A4: FUNCTIONALITY OR QUALITY POINT SYSTEM

Refer to F3.11 Method 4. The tenderer is to score a minimum of **70%** for Functionality / Quality to avoid being rejected for the tender.

	Description	Maximum points to be allocated	Points claimed by tenderer	Points Allocated
Competence Goals (70% Required)	Company Experience: Table A1	40		
	Financial References: Table A2	20		
	Construction Team Key Personnel Experience: Table A3	40		
	Sub Total	**100**		



APPOINTMENT OF AN INDEPENDENT ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP) TO UNDERTAKE THE ENVIRONMENTAL AUTHORISATION PROCESS FOR THE PROPOSED MALELANE EXTENSION 21 OUTFALL SEWER LINE IN THE NKOMAZI LOCAL MUNICIPALITY

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Schedule of Deviations

C1.3 Contract Data

C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for

TENDER EDM/14/2026-27 - APPOINTMENT OF AN INDEPENDENT ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP) TO UNDERTAKE THE ENVIRONMENTAL AUTHORISATION PROCESS FOR THE PROPOSED MALELANE EXTENSION 21 OUTFALL SEWER LINE IN THE NKOMAZI LOCAL MUNICIPALITY

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

. . . . . .

. . . . . .Rand (in words);

R . . . . . (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature . . . . . Date . . . . . .

Name & Surname . . . . . .

Capacity . . . . . .

for the Tenderer

(Name and address of organization) . . . . . .

. . . . . .

. . . . . .

Name and signature of witness . . . . .

ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement)
Part C2: Pricing data
Part C3: Scope of work.
Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor**)** within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature . . . . . Date . . . . . .

Name . . . . . .

Capacity . . . . . .

for the Employer The Acting Municipal Manager
Ehlanzeni District Municipality
8 Van Niekerk Street
MBOMELA
1200

Name and signature of witness . . . . .

C1.2 SCHEDULE OF DEVIATIONS

1 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Signature . . . . . Date . . . . . .

Name & Surname . . . .

Capacity . . . .

for the Employer The Acting Municipal Manager
Ehlanzeni District Municipality
8 Van Niekerk Street
MBOMBELA
1200

Name and Surname . . . . .

C1.3 CONTRACT DATA

The General Conditions of Contract are the **Standard Professional Services Contract (July 2009)**, published by the Construction Industry Development Board.

Copies of these General Conditions of Contract may be obtained from the Construction Industry Development Board's website **www.cidb.org.za**. Copies of the General Conditions of Contract are also available for inspection and scrutiny at the offices of the Employer.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with the standard contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause	
4.3.2	The Employer is the Ehlanzeni Local Municipality The Employer's address for receipt of communications is: Physical address: 8 van Niekerk Street, Mbombela, 1200 Postal address: PO Box 3333, Mbombela, 1200 Telephone: 013-759 8500
3.1	The governing law is the law of South Africa.
3.12	The penalty payable is R1500 per day subject to a maximum amount of R50 000
3.15.1	The Works programme is to be delivered within 7 days of the Commencement Date.
4.7	The percentage retention on each claim is 10%. Full retention amount is payable after the record of decision is issued by the relevant authority
5.4.1	The Consultant shall maintain Professional Indemnity Insurance with a registered insurer for the duration of the Contract and for a period of not less than three (3) years after completion of the Services. The minimum indemnity limit shall be R5 000 000 per claim. Proof of insurance shall be submitted within fourteen (14) days of the Letter of Acceptance and whenever requested by the Employer.
8.1	The work shall commence executing the Works within 14 days of the Commencement Date.

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	Description
1	The Professional Service Provider is …..…… …… *[The Legal Name]*.
1	The Contractor's address for receipt of communications and notices is : Telephone: ..... Facsimile: ..... E-mail: .... Address (Postal): ..... Address (Physical): ....

EHLANZENI
DISTRICT MUNICIPALITY

APPOINTMENT OF AN INDEPENDENT ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP) TO UNDERTAKE THE ENVIRONMENTAL AUTHORISATION PROCESS FOR THE PROPOSED MALELANE EXTENSION 21 OUTFALL SEWER LINE IN THE NKOMAZI LOCAL MUNICIPALITY

PART C2 : PRICING DATA

C2.1 Pricing Schedule

C2.1 PRICING SCHEDULE

The pricing schedule below is to include all cost involved for the works to be conducted. This must include all travelling cost, accommodation, other disbursements, etc.

Item No	Description	Unit	Qty	Amount	Sub-Total Amount
1.	**Project Inception**				
1.1	Review available information	Sum	1	R	
1.2	Site inspection	Sum	1	R	
1.3	Identify environmental constraints	Sum	1	R	
1.4	Confirm legislative requirements	Sum	1	R	
1.5	Liaise with the Employer, Local Municipality, Local Government departments, etc as required	Sum	1	R	
A.	**SUB-TOTAL A FOR ITEMS 1.1 TO 1.5**				**R**
2.	**Environmental Screening**				
2.1	Determine whether the proposed activities trigger: Basic Assessment, Scoping and Environmental Impact Assessment, listed activities under NEMA, Water Use Authorisation requirements, Other environmental permits, Specialist Studies (where required)	Sum	1	R	
B.	**SUB-TOTAL B FOR ITEM 2.1**				**R**
3.	**Specialist Assessments**				
3.1	Site sensitivity verification	Sum	1	R	
3.2	Agricultural Impact Assessment	Sum	1	R	
3.3	Archaeological and Cultural Heritage Impact Assessment	Sum	1	R	
3.4	Palaeontology Impact Assessment	Sum	1	R	
C.	**SUB-TOTAL C FOR ITEMS 3.1 to 3.4**				**R**
D.	**SUB-TOTAL D CARRIED FORWARD FOR ITEMS A + B + C**				**R**

E.	**SUB-TOTAL D BROUGHT FORWARD**				**R**
3.5	Terrestrial Biodiversity Impact Assessment	Sum	1	R	
3.6	Aquatic Biodiversity Impact Assessment	Sum	1	R	
3.7	Hydrology Assessment	Sum	1	R	
3.8	Geotechnical Assessment	Sum	1	R	
3.9	Socio-Economic Assessment	Sum	1	R	
3.10	Seismicity Assessment	Sum	1	R	
3.11	Plant Species Assessment	Sum	1	R	
3.12	Animal Species Assessment	Sum	1	R	
F.	**SUB-TOTAL F FOR ITEMS 3.5 to 3.12**				**R**
4.	**Public Participation**				
4.1	Conduct the complete Public Participation Process. Identification of Interested and Affected Parties, Newspaper advertisements, Site notices, Notifications, Public meetings, Comment registers, Response reports	Sum	1	R	
G.	**SUB-TOTAL G FOR ITEM 4.1**				**R**
5.	**Environmental Assessment**				
5.1	Prepare all documentation required including: Application forms, Environmental Screening Report, Basic Assessment Report (BAR) or Scoping and EIA Reports, Environmental Management Programme (EMPr), Final Reports, Responses to authority comments	Sum	1	R	
H.	**SUB-TOTAL H FOR ITEM 5.1**				**R**
I.	**SUB-TOTAL I CARRIED FORWARD FOR ITEMS E + F + G + H**				**R**

J.	**SUB-TOTAL I BROUGHT FORWARD R**				
6.	**Environmental Authorisation**				
6.1	Submit all documentation, Liaise with authorities, Address Requests for Additional Information, Obtain Environmental Authorisation	Sum	1	R	
K.	**SUB-TOTAL K FOR ITEM 6.1**				**R**
7.	**Other costs**				
7.1	Printing, mapping costs, advertisements, etc	Sum	1	R	
7.2	Application fee(s)	Sum	1	R	
7.3	Travelling, tolls, subsistence, other disbursements	Sum	1	R	
L.	**SUB-TOTAL L FOR ITEMS 7.1 to 7.3**				**R**
M.	**SUB-TOTAL M FOR ITEMS J + K + L**				**R**
N.	Add VAT @ 15% of Sub-total M				R
O.	**TOTAL TENDER AMOUNT CARRIED OVER TO THE FORM OF OFFER**				**R**

It is the intention of the Ehlanzeni District Municipality (EDM) to appoint only one (1) service provider for the works. The EDM reserves the right to appoint for the whole or part of the tender or not to appoint at all.

……..
Signature

……..
Date

……
Capacity

……
Name of tenderer

EHLANZENI
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APPOINTMENT OF AN INDEPENDENT ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP) TO UNDERTAKE THE ENVIRONMENTAL AUTHORISATION PROCESS FOR THE PROPOSED MALELANE EXTENSION 21 OUTFALL SEWER LINE IN THE NKOMAZI LOCAL MUNICIPALITY

PART C3: SCOPE OF WORKS

C3.1 Description of the Works

C3.2 Location of the Works

C3.3 Drawings

C3.1 Description of the Works

As part of the support that the Ehlanzeni District Municipality's Technical Services Department provide to the Local Municipalities, designs are required for the Extension 21 outfall sewer pipeline.

C3.1.1 Background

The Ehlanzeni District Municipality intends to construct a sewer outfall pipeline and associated infrastructure to improve sanitation services within the municipal area. The proposed works may include:

- Sewer outfall pipeline (gravity or rising main)
- Possible pump station contained in the existing manholes at the existing package plant
- Manholes
- River crossing over / through the Buffalo Creek (Buffelspruit)
- Ancillary electrical and mechanical infrastructure

C3.1.2 Objective

The objective of this appointment is to appoint an independent Environmental Assessment Practitioner (EAP) to undertake all environmental studies, specialist investigations, public participation processes and obtain Environmental Authorisation from the relevant authority.

C3.1.3 Scope of Services

The successful tenderer shall provide all professional services necessary to obtain Environmental Authorisation, including but not limited to:

C3.1.3.1 Project Inception

- Review available information
- Site inspection
- Identify environmental constraints
- Confirm legislative requirements
- Liaise with the Employer, Local Municipality, Local Government departments, etc as required

C3.1.3.2 Environmental Screening

Determine whether the proposed activities trigger:

- Basic Assessment
- Scoping and Environmental Impact Assessment
- Listed activities under NEMA
- Water Use Authorisation requirements
- Other environmental permits
- Specialist Studies (where required)

C3.1.3.3 Identify, Appoint Service Provider, Coordinate and Manage specialist assessments as identified by the screening tool report results. Assessments required might include, but not limited to the following:

- Site sensitivity verification
- Agricultural Impact Assessment
- Archaeological and Cultural Heritage Impact Assessment
- Palaeontology Impact Assessment
- Terrestrial Biodiversity Impact Assessment
- Aquatic Biodiversity Impact Assessment
- Hydrology Assessment
- Geotechnical Assessment
- Socio-Economic Assessment
- Seismicity Assessment
- Plant Species Assessment
- Animal Species Assessment

C3.1.3.4 Public Participation

Conduct the complete Public Participation Process including:

- Identification of Interested and Affected Parties
- Newspaper advertisements
- Site notices
- Notifications
- Public meetings (if required)
- Comment registers
- Response reports

C3.1.3.5 Environmental Assessment

Prepare all documentation required including:

- Application forms
- Environmental Screening Report
- Basic Assessment Report (BAR) or Scoping and EIA Reports
- Environmental Management Programme (EMPr)
- Final Reports
- Responses to authority comments

C3.1.3.6 Environmental Authorisation

- Submit all documentation
- Liaise with authorities
- Address Requests for Additional Information
- Obtain Environmental Authorisation

C3.1.3 Deliverables

The Consultant shall provide the following as applicable:

- Inception Report
- Environmental Screening Report
- Public Participation Plan
- Draft Environmental Reports
- Draft Environmental Management Programme (EMPr)
- Final Reports
- Environmental Authorisation
- Digital and editable copies of all reports

C3.1.4 Applicable Legislation

The consultant shall comply with:

- National Environmental Management Act (Act 107 of 1998)
- Environmental Impact Assessment Regulations
- National Water Act (Act 36 of 1998)
- National Heritage Resources Act
- National Environmental Management: Biodiversity Act
- National Environmental Management: Protected Areas Act
- Occupational Health and Safety Act (where applicable)
- Municipal by-laws

C3.2 Location of the works

The works will be at the Nkomazi Municipality. Works coordinates are 25°29'19.51"S 31°31'0.88"E**.**

C3.3 Drawings

The figure below indicates the area where the pipeline is planned to be installed. Current indication is that the pipeline will be installed from mh 2 to mh 4.



Figure 1: Site location drawing